2. NEGOTIABLE INSTRUMENTS.—*Alterations—Incompleteness.* The delivery of an incomplete negotiable note by the maker to a third person to be negotiated does not constitute the latter the agent of the former to make alterations, in parts of the note already complete, which are necessary to give effect to the note for the purpose for which it was intended.

3. NEGOTIABLE INSTRUMENTS—*Change of relation of parties—Alteration—Release.* If, by mistake, the payee of a negotiable note signs the note as maker, whereby it becomes a complete note payable to the order of the maker, the delivery of the note to the intended maker, to be negotiated by him, does not authorize him to substitute his name as payee, and then endorse the note, and if such substitution is made, without other authority from the maker, it releases him.

DOYLE'S ADMINISTRATOR AND OTHERS v. BEASLEY AND OTHERS.—Decided at Wytheville, June 20, 1901.—*Cardwell.* J. Absent, *Keith,* P:

1. CHANCERY PRACTICE—*Laches—Presumption of payment.* The presumption, arising out of the lapse of time, the conduct of the parties interested, and the circumstances surrounding them, that the debt asserted in this cause, which has been past due over twenty-two years, has long since been paid, seems irresistible. Certainly, any other conclusion would, at best, be purely conjectural.

NELSON v. TRIPLETT, TRUSTEE.—Decided at Wytheville, June 20, 1901.—*Cardwell,* J:

1. STATUTE OF LIMITATIONS—*Unsuccessful action of ejectment.* An unsuccessful action of ejectment does not stop the running of the statute of limitations against the plaintiff's claim.

2. CHANCERY PRACTICE—*Laches.* When from delay any conclusion that the court might arrive at must, at best, be conjectural, and the original transactions have become so obscure by lapse of time, loss of evidence and death of parties as to render it difficult, if not impossible, to do justice, a court of equity will not interfere, whatever may have been the original justice of the claim.

WATKINS v. VENABLE.—Decided at Wytheville, June 20, 1901.—*Buchanan,* J:

1. APPEAL AND ERROR—*Quo warranto—Court of Appeals.* This court has no original jurisdiction in cases of *quo warranto,* nor has any judge thereof jurisdiction to issue the writ and send the case to the Circuit Court to be proceeded with, as in cases of injunction.

2. QUO WARRANTO—*Process—Parties.* Under our statute, the first notice that a defendant has of a *quo warranto* proceeding is the writ itself, and he does not become a party to it until the writ is awarded. If a circuit court refuses to award the writ, the defendant is no party to the proceeding in that court, and cannot be made a party on a writ of error from this court, and process against him here, if awarded, will be quashed.

3. QUO WARRANTO—*Discretion.* Neither at common law under modern practice, nor under our statute, is the applicant for a writ of *quo warranto* entitled to it as a matter of absolute right; but whether it shall be awarded or not is subject,